



JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

Division of Oil, Gas & Mining

MICHAEL R. STYLER
Executive Director

JOHN R. BAZA
Division Director

Memo

DATE: March 20, 2007

TO: John R. Baza, Director initial JRB

THRU: Mary Ann Wright, Associate Director – Mining initial _____

THRU: Susan M. White, Mining Coordinator– Mining initial SMW

THRU: Daron Haddock, Compliance Officer– Mining initial DH

THRU: Paul Baker, Reclamation Specialist – Mining initial PB styler 3/20/07

FROM: Beth Ericksen, Surety Coordinator- initial BE

SUBJECT: Request for Small Mine Reclamation Contract Signature Without Division Being Named as Co-beneficiary, S/047/065

This memo is to request signature to the small mine reclamation contract without the Division being named as co-beneficiary on the surety. The BLM administers the surety in the form of statewide surety bond in the amount of \$132,000.00. The Division has determined that \$11,000 is required as reclamation surety for mineral lease UTU-0122694.

Division signing of the reclamation contract does not alleviate the operator to complete all components of surety requirements. The Division is not approving the BLM administered surety at this time, only executing the small mine reclamation contract.

☒ APPROVED

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

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MAR 09 2007

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SMALL MINE RECLAMATION CONTRACT

DIV. OF OIL, GAS & MINING

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between **Ziegler Chemical & Minerals Corp.** the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. **S/047/065** which the Operator has filed with the Division and has been determined by the Division to be complete (Complete NOI) as required by the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended) (hereinafter referred to as "Act") and the regulations adopted pursuant to the Act; and

WHEREAS, Operator is obligated to reclaim the lands affected by the mining operations in accordance with the Act and the regulations, and is obligated to provide a surety in a form and amount approved by the Division or the Board of Oil, Gas and Mining (Board) to assure reclamation of the lands affected by the mining operations.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to promptly reclaim in accordance with the requirements of the Act and applicable regulations, as they may be amended, all of the lands affected by the mining operations conducted or to be conducted pursuant to a Complete Notice of Intention.
2. The Lands Affected by the mining operations and subject to the requirements of the Act and this Contract include:

- A. All surface and subsurface areas affected or to be affected by the mining operations including but not limited to private on-site ways, roads, railroads; land excavations; drill sites and workings; refuse banks or spoil piles; evaporation or settling

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ponds; stockpiles; leaching dumps; placer areas; tailings ponds or dumps; work, parking, storage, and waste discharge areas, structures, and facilities; and

- B. All mining disturbances regardless of discrepancies in the map and legal description, unless explicitly and clearly identified as EXCLUDED on maps, and legal descriptions included in the Complete NOI; provided lands may be excluded only if: (1) they were disturbed by mining operations that ceased prior to July 1, 1977; (2) the lands would be included but have been reclaimed in accordance with a complete notice or reclamation plan; or (3) the lands were disturbed by a prior operation for which there is no surety, no legally responsible entity or person, and which lands are not necessarily or incidentally intended to be affected by the mining operations as described in the Complete NOI.
- 3. The Operator shall be responsible for reclamation of all such Lands Affected regardless of errors or discrepancies in the maps or legal descriptions provided with the NOI which are intended to assist in determining the location of the mining operations, to describe the areas of disturbance, and to assist estimating the amount of surety required.
 - 4. The Operator prior to commencement of any mining operations and as a precondition to the rights under the Notice of Intention shall provide a surety in a form permitted by the Act and in an amount sufficient to assure that reclamation of the Lands Affected will be completed as required by the Act. The Surety shall remain in full force and effect according to its terms unless modified by the Division in writing. A copy of the agreement providing for the Surety for the reclamation obligations herein is included as **ATTACHMENT A** to this Contract.
 - 5. If the Surety expressly provides for cancellation or termination for non-renewal:
 - A. The Operator shall within 60 days following the Division's receipt of notice that the Surety will be terminated or cancelled, provide a replacement Surety sufficient in a form and amount, as required by the Act, to replace the cancelled surety; or
 - B. If the Operator fails to provide an acceptable replacement Surety within 60 days of notice of cancellation or termination, the Division may order the Operator to cease further mining activities, and without further notice proceed to draw upon letters of credit, to withdraw any amounts in certificates of deposit or cash and/or any other forms of surety, and to otherwise take such action as may be necessary to secure the rights of the Division to perfect its claim on the existing surety for the purpose of fully satisfying all of the reclamation

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obligations incurred by the Operator prior to the date of termination, and the Division may thereafter require the Operator to begin immediate reclamation of the Lands Affected by the mining operations, and may, if necessary, proceed to take such further actions as may be required for the Division to forfeit the surety for the purpose of reclaiming the Lands Affected.

6. The Operator's liability under this Contract shall continue in full force and effect until the Division finds that the Operator has reclaimed the Lands Affected by mining operations in accordance with the Act and regulations, as amended. If the mining operations are modified or for any other reason vary from those described in the Complete Notice of Intention, the Operator shall immediately advise the Division, and the Notice of Intention shall be revised and the Surety amount shall be adjusted as necessary.
7. If reclamation of a substantial phase or segment of the Lands Affected by the mining operations is completed to the satisfaction of the Division, and the Division finds that such substantial phases or segments are severable from the remainder of the mining area, Operator may request the Division to find that Operator has reclaimed such area. If the Division makes such finding, Operator may make request to the Division for a reduction in the aggregate face amount of the Surety, and the Division may reduce the surety to an amount necessary to complete reclamation of the remaining mining operations as anticipated by the Complete Notice of Intention in accordance with the requirements of the Act and regulations, as amended.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the applicable rules.
9. Operator agrees to pay all legally determined public liability and property damage claims resulting from mining operations, to pay all permit fees, to maintain suitable records, to file all required reports, to permit reasonable inspections, and to fulfill all sundry reporting requirements applicable to the mine as required by the Act and implementing rules.
10. Operator agrees to indemnify and hold harmless the State, Board, and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
11. If Operator shall default in the performance of its obligations hereunder, Operator shall be liable for all damages resulting from the breach hereof including all costs, expenses, and reasonable attorney's fees incurred by the Division and/or the Board in the enforcement of this Contract.

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12. Any breach of a material provision of this Contract by Operator may, at the discretion of the Division, in addition to other remedies available to it, result in an order by the Division requiring the Operator to cease mining operations, and may thereafter result in an Order, subject to an opportunity for notice and hearing before the Board, withdrawing and revoking the Notice of Intention, and requiring immediate reclamation by the Operator of the Lands Affected or forfeiture of the Surety.
13. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount that is required to comply with this Contract. Upon completion of the reclamation of all of the Lands Affected, any excess monies resulting from forfeiture of the Surety shall be returned to the rightful claimant.
14. The Operator shall notify the Division immediately of any changes in the Operator's registered agent, the Operator's address, form of business, name of business, significant changes in ownership, and other pertinent changes in the information required as part of the Notice of Intention. Notwithstanding this requirement, any changes to the Notice of Intention, and any errors, omissions, or failures to fully or accurately complete or update the information on the Notice of Intention, or the attached maps, shall not affect the validity of this Contract and the rights of the Division to enforce its terms.
15. If requested by the Division, the Operator shall execute addendums to this Contract to add or substitute parties, or to reflect changes in the Operator, Surety, and otherwise modify the Contract to reflect changes in the mining operations as requested by the Division. All modifications must be in writing and signed by the parties, and no verbal agreements, or modifications in any of the terms or conditions shall be enforceable.
16. This Contract shall be governed and construed in accordance with the laws of the State of Utah.

 **APPROVED**

The signatory below represents that the Operator, if not a natural person, is a properly organized entity in good standing under the laws of Utah and the United States, is registered as an entity authorized to do business in the State of Utah, and that he/she is authorized to execute this Contract on behalf of the entity as Operator.

OPERATOR:

ZIEGLER CHEMICAL & MINERAL CORP
Operator Name

By [Signature]
Authorized Officer (Typed or Printed)

GORDON S. ZIEGLER JR, PRESIDENT
Authorized Officer - Position

[Signature] 2/22/07
Officer's Signature Date

STATE OF New York,
COUNTY OF NASSAU ss:

On the 22 day of February, 2007, GORDON S. ZIEGLER JR,
personally appeared before me, who being by me duly sworn did say that
he/she is an PRESIDENT (owner, officer, director, partner, agent
or other (specify)) of the Operator ZIEGLER CHEM & MIN CORP and duly
acknowledged that said instrument was signed on behalf of said Operator by
authority of its bylaws, a resolution of its board of directors or as may otherwise
be required to execute the same with full authority and to be bound hereby.

Ramna Iqbal
Notary Public
Residing at 419 N Broadway
Jericho NY 11753
My Commission Expires:

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DIVISION OF OIL, GAS AND MINING:

By John R. Baza
John R. Baza, Director

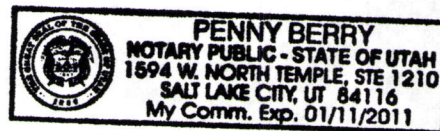
3/26/07
Date

STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 26 day of March, 2007, John R. Baza
personally appeared before me, who being duly sworn did say that he, the said
John R. Baza is the Director of the Division of Oil, Gas and Mining,
Department of Natural Resources, State of Utah, and he duly acknowledged to me that
he executed the foregoing document by authority of law on behalf of the State of Utah.

Penny Berry
Notary Public
Residing at: Salt Lake

1/11/2011
My Commission Expires:



FACT SHEET

Commodity: GILSONITE

Mine Name: Tom Taylor

County: Uintah

Disturbed Acres: 0.7 (SEVENTENTHS)

Operator Name: Ziegler Chemical & Minerals Corp.

Operator address: 366 N BROADWAY STE 210 JERICHO NY 11753-2000

Operator telephone: (516) 681-9600

Contact: GORDON ZIEGLER

Operator email: GSZ@AOL.COM

The Operator has submitted a bond to the BLM in the amount of \$132,000.00 which covers a total of five BLM lease numbers including U-0122694. The Division has all the necessary bond copies, however, the Division is requesting written documentation from the BLM that \$11,000 of the \$132,000.00 will be made available as reclamation surety specific to the Tom Taylor site.

BLM administered:

Surety Type: Surety Bond

Bond Company: Bond Safeguard Insurance Company

Surety Amount: \$11,000.00 of the \$132,000.00

Bond number: 5006990

Contact: G. S. ZIEGLER

Contact telephone: 516-681-9600 X 206



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Utah State Office

P.O. Box 45155

Salt Lake City, UT 84145-0155

<http://www.blm.gov>



*U3mg
2/5/04*

IN REPLY REFER TO:

3500

(UT-924)

FEB 05 2004

CERTIFIED MAIL—Return Receipt Requested

DECISION

Principal:

Ziegler Chemical and Mineral Corp.
30 Jericho Executive Plaza, Suite 300C
Jericho, NY 11753

Bond Amount: \$132,000

Old BLM Bond No: UT1197

Surety:

Bond Safeguard Insurance Company
Attn: Tammy D. Henkle
1919 S. Highland Avenue, A-300
Lombard, IL 60148

New BLM Bond No: UTB000070

Bond Type: Gilsonite/Statewide

Surety No:

Statewide Gilsonite Replacement Bond Accepted

Bond Rider Accepted

Period of Liability on Previous Bond Terminated

On February 4, 2004, Ziegler Chemical & Mineral Corporation submitted a bond and a rider to the bond to this office, in the amount of \$132,000, replacing BLM Bond No UT1197, whose surety is Great American Insurance Company. The surety of the new bond is Bond Safeguard Insurance Company.

The bond and rider have been examined, found to be satisfactory, and are hereby accepted to provide bond coverage for all of Ziegler Chemical & Mineral Corporation's federal gilsonite leases within the State of Utah.

The period of liability for BLM Bond No: UT1197 (Surety Bond No. 5618391) is hereby terminated effective as of the date of this decision.

/s/ Robert Lopez

Robert Lopez

Chief, Branch of Minerals Adjudication

cc: Great American Insurance Company, 580 Walnut Street, Cincinnati, Ohio 45202
Jared McKeachnie, Schaefermeyer-Leavitt Insurance, 1285 W. Hwy 40, Vernal, UT 84078

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DIV. OF OIL, GAS & MINING

S/047/065

RIDER NUMBER ONE

Attaching to **BOND SAFEGUARD INSURANCE COMPANY** Bond No. _____

issued to Ziegler Chemical & Mineral Corp.

This Rider shall become effective as of November 26, 20 03

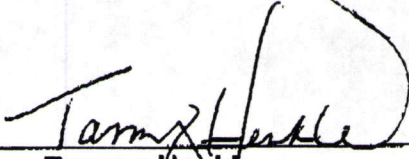
All other terms and conditions remaining unchanged.

It is hereby understood and agreed that the COVERAGE is AMENDED to read:

*****BOND NUMBER 5006990 IS A STATE WIDE BOND COVERING ALL FEDERAL LEASES WITHIN THE STATE OF UTAH IN THE SUM OF ONE HUNDRED THIRTY-TWO THOUSAND DOLLARS (\$132,000.00)*****

BOND SAFEGUARD INSURANCE COMPANY

Dated January 30, 20 04 By: _____


Tammy Henkle
Attorney-in-Fact

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DIV. OF OIL, GAS & MINING

POWER OF ATTORNEY

Bond Safeguard INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint:

William W. Hector, Michael E. Bruce,
Tammy D. Henkle, or Shelly R. Satek

its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$500,000.00, Five Hundred Thousand Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 7th day of November, 2001.



BOND SAFEGUARD INSURANCE COMPANY

BY

David E. Campbell
David E. Campbell
President

ACKNOWLEDGEMENT

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



Janet L. Copcock
Janet L. Copcock
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 30th Day of January, 20 04



Donald D. Buchanan
Donald D. Buchanan
Secretary

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Form 3104-3
(July 1974)UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENTSerial Number
Effective: July 13, 2000
Surety BondSTATEWIDE OR NATIONWIDE MINERAL LEASE BOND
(EXCEPT OIL AND GAS)KNOW ALL MEN BY THESE PRESENTS, That we,
Ziegler Chemical & Mineral Corp.
100 Jericho Quadrangle
Jericho, NY 11753
of the county of Nassau

, in the State of New York

as principal, and Bond Safeguard

, of the county of Lombard

in the State of Illinois

, as surety, are held and firmly bound unto the United State

of America in the sum of One Hundred Thirty-two Thousand Dollars

(\$ 132,000) lawful money of the United States, for which payment, well and truly to be made
we, by these presents, bind ourselves, and each of us, and each of our heirs, executors, administrators, successors
and assigns, jointly and severally, upon the following conditions, viz;

If the amount of this bond is \$75,000, or if it is raised by an attached rider to that amount, coverage shall extend t

all the principal's holdings involving
Act or Acts cited in Schedule A.

deposits in the United States, including Alaska, under th

If the amount of this bond is \$25,000, its coverage extends only to the principal's holdings involving
deposits in the State named in Schedule A. Furthermore, such coverage is confined to the holdings under the Public
Domain Leasing Act of February 25, 1920 (41 Stat. 437) as amended.

SCHEDULE A

Public Domain Leasing Act of February 25, 1920 (41 Stat. 437) as amended and supplemented (30 U.S.C. 181-287)		Acquired Lands Leasing Act of August 7, 1947 (51 Stat. 913; 30 U.S.C. 351-359)	
NAME OF STATE	LEASE NUMBER	NAME OF STATE	LEASE NUMBER
Utah	U-0122694 U-0115850 U-0122693- U-0124568-? U-0126939-?	S/047/065 M/047/013 Cowboy	

The conditions of the foregoing obligations are such
that, whereas the said principal, in one or more of
the following ways, has an interest in mineral leases
issued under the Act or Acts cited in Schedule A of
this bond:

1. as the lessee of such leases;
2. as the approved holder of operating rights in all
or part of the lands covered by such leases under oper-
ating agreements with the lessees; and
3. as designated operator or agent under such
leases pending approval of an assignment or operating
agreement; and

WHEREAS the principal is authorized to drill for, mine,
extract, remove, and dispose of mineral deposits in or
under the lands covered by the leases, operatingagreements or designations, and is obligated to compl
with certain covenants and agreements set forth in suc
instruments; andWHEREAS the principal agrees that the coverage of thi
bond, in addition to the present holdings of the principa
shall extend to and include:

1. Any mineral lease hereafter issued to, or acquire
by, the principal affecting mineral deposits in the State
or States now named in Schedule A, or later named in
rider, the coverage to be confined in the principal's
holdings under the Act or Acts cited at the head of the
column in which the name(s) of the State or States
appears and to become effective immediately upon such
issuance or upon departmental approval of a transfer
in favor of the principal.

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DIV. OF OIL, GAS & MINING

or acquired by the principal affecting mineral deposits in the States now named in Schedule A, or later named in a rider, relating to mineral leases issued under the Act or Acts cited in Schedule A at the head of the column in which the name of the State is placed. The coverage shall become effective immediately upon departmental approval of the agreement or of a transfer of an operating agreement to the principal.

3. Any designation subsequent hereto of the principal as operator or agent of a lessee under a lease issued pursuant to an Act or Acts cited in Schedule A and covering lands in a State named in Schedule A, either presently or by rider. This coverage shall become effective immediately upon the filing of such a designation under a lease.

4. Any extension of a lease covered by this bond, such coverage to continue without any interruption due to the expiration of the term set forth in the lease.

WHEREAS the principal hereby agrees that notwithstanding the termination of any lease or leases, operating agreements or designations as operator or agent, covered by this bond, whether the termination is by operation of law or otherwise, the bond shall remain in full force and effect as to any remaining leases, operating agreements, or designations covered by the bond; and

WHEREAS the principal as to any lease or part of a lease for lands as to which he has been designated as operator or agent, or approved as operator, in consideration of being permitted to furnish this bond in lieu of

bind him to fulfill, on behalf of each lessee, all the obligations of each such lease for the entire leasehold in the same manner and to the same extent as though he were the lessee; and

WHEREAS the principal agrees that notwithstanding an use of the security pledged herewith for the purpose for which it is pledged, the bond shall remain in full force and effect in the sum above set forth and that he will, whenever so required by the lessor, deposit additional security to bring the security up to the full amount; and

WHEREAS the principal agrees that the neglect or forbearance of said lessor in enforcing, as against the lessees of such lessor, the payment of rental or royalties or the performance of any other covenant condition, or agreement of the leases, shall not, in any way, release the principal from any liability under this bond; and

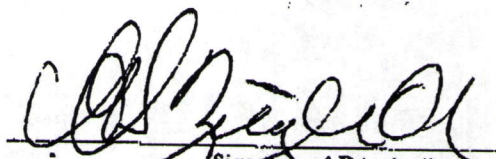
WHEREAS the principal agrees that in the event of any default under the leases, the lessor may commence and prosecute any claim, suit, action, or other proceeding against the principal without the necessity of joining the lessees.

Now, THEREFORE. If said principal shall in all respects faithfully comply with all of the provisions of the leases referred to hereinbefore, then the above obligations are to be void; otherwise to remain in full force and effect.

Signed on this 26th day of November

2003, in the presence of:

BLM - UT - 950
2004 FEB - 4 AM 9:00

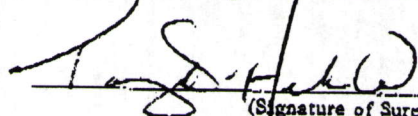

(Signature of Principal)

10 South Gunderson
York, N.Y. 11753

(Address of Principal, include zip code)

[SEAL]

Bond Safeguard Insurance Company


(Signature of Surety)

Tammy D. Henkle

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1919 S. Highland Avenue A-300
Lombard, IL 60148

DIV. OF OIL, GAS & MINING

(Business Address of Surety, include zip code)

If this bond is executed by a corporation, it must bear the seal of such corporation

POWER OF ATTORNEY

Bond Safeguard INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint:

Tammy D. Henkle, or Shelly R. Satek

William W. Hector, Michael E. Bruce,

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$500,000.00, Five Hundred Thousand Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 7th day of November, 2001.



BOND SAFEGUARD INSURANCE COMPANY

BY

David E. Campbell
David E. Campbell
President

ACKNOWLEDGEMENT

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



Janet L. Coppock
Janet L. Coppock
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 26th Day of November, 2003



Donald D. Buchanan
Donald D. Buchanan
Secretary

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DIV. OF OIL, GAS & MINING